



Andrew County Soil and Water Conservation District

105 Highway 71 West, Savannah, MO 64485

Phone: 816-324-3196, ext. 3

NAME: _____

Andrew County SWCD Mulcher User Agreement

I, the Renter and the User of the mulcher, agree to the following:

Rental Rate:

The mulcher is rented at \$75.00 per hour, each additional hour is \$35.00, except for bad weather and Sundays. Payment is due thirty (30) business day after mulcher return and inspection for damages. An additional 1.5% will be charged if not paid within 30 days. After 90 days the account will be turned over to the Andrew County Small Claims Office.

Out of County Rental Requirements:

There is a \$25.00 out-of-county charge.

Deposit Required

A \$200.00 damage deposit is required before using the mulcher. The deposit will be held after return of equipment for up to ten days for damage inspection and renter will be informed of any damage. If there is damage beyond normal wear and tear the repair cost will be taken out of the deposit. The remainder will be refunded to the renter or the renter will be billed for the balance.

Clean-Up Charge:

A \$15.00 clean-up fee will be added if the mulcher is returned excessively dirty.

General Conditions:

1. The mulcher will only be used for erosion control practices not grinding hay.
2. I will keep my towing speed to less than 35 mph and maintain 32 tire pressure.
3. I will adjust the tractor drawbar so that the bottom of the tongue is 15 inches off the round.
4. I will not attempt to load bales over 2000 pounds.
5. I will not allow twine to build up on rotor.
6. I will not attempt to unload bales with the tines.
7. I will lubricate PTO U joints, shaft bearings, stabilizer pivot, and auger shaft every eight hours of operation.
8. I will use a tractor weighing 8,000 pounds or more with a 1000 RPM PTO.
9. Before transporting, I will fold the rack and deflector into the hopper and secure with a lock pin.
10. I will not use chain links or other parts.
11. The operators will be 18 years of age or older
12. In the event the equipment is damaged - repairs will be made by an authorized individual approved by the SWCD Board. If the equipment is reserved at the time of damage, the daily rental rate will be charged for all days of lost rental. This is in addition to any repair charges or clean-up fees assessed.
13. I will follow manufacture's recommendations pertaining to use and operation.
14. District employees can refuse the use of the mulcher in the user's field if not suitable or based on past rental history.
15. I have at least the minimum liability coverage, as required by the state of Missouri, on the vehicle with which I will transport the equipment over public roadways.
16. I also maintain general farm liability insurance. Subleasing or moving the equipment between users without the District's approval is not allowed. This written form must be signed by all renters before using equipment and receive approval from District staff.
17. I agree to use safety chains while transporting equipment.

Priority for use of the mulcher is given to the person who is ready to use the mulcher and has paid the deposit.

I agree to indemnify and hold Andrew County SWCD, their supervisors and employees harmless from and against any and all claims, liabilities, losses, injury, costs and out of pocket expense (including attorney's fees) arising out of or in connection with the equipment leased.

We require the deposit check and the rental fee to be paid by the individual signing the equipment agreement.

Received by	Check #	Date
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